



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

KLINE v. KLINE'S CREDITORS.

November 23, 1904.

[48 S. E. 882.]

FRAUDULENT CONVEYANCES—TRANSACTIONS BETWEEN HUSBAND AND WIFE—TRUSTS IN FAVOR OF WIFE—BURDEN OF PROOF—EVIDENCE—SUFFICIENCY.

1. In a contest between the creditors of a husband and the wife, the burden is on the wife to show by clear and satisfactory evidence the *bona fides* of transactions with her husband.

2. The mere holding of a bond against the husband by the wife is not sufficient evidence, as between her and the husband's creditors, that at the time the bond purports to have been given it was recognized as a debt, and that both husband and wife intended to occupy the relation to each other of debtor and creditor.

3. If a trust in land held by a husband can be created by parol in favor of his wife, as against his creditors, the declaration creating it should be established by convincing testimony.

4. Evidence that the wife's money was used in paying for land conveyed to her husband was insufficient to establish a trust in her favor in such land, where the deed to the land was made directly to the husband at the time of the purchase in 1879, the cash payment being then made by him, and the bonds for deferred payments being taken up by him when paid, and marked in his own handwriting as paid, and not transferred to the wife, or indorsed or delivered to her in any way, and where no deed of trust or other security was ever given her, and where she asserted no claim against her husband until the institution, in 1896, of a suit by the creditors to reach the land—especially in face of the positive assurance of the husband to the creditors, made before the debts were contracted, that he was the fee-simple owner of the land, and that it was free from incumbrances.

ALLEMONG et al. v. AUGUSTA NATIONAL BANK et al.

November 23, 1904.

[48 S. E. 837.]

CONTRACTS—INDEPENDENT COVENANTS—CONSTRUCTION.

1. On a settlement of a conveyance of land claimed to be invalid the purchaser surrendered a portion of the land, with its right to recover the part of the price paid, and the vendors surrendered their right to enforce the balance of the contract, and certain of their number executed an acquittance to the purchaser of an independent indebtedness due them. A further agreement was made between the vendors that the property surrendered by the purchaser should be held by a trustee for the vendors' benefit, and should be sold for \$100,000, or, by consent of all parties, for less; the proceeds to be distributed, first, in satisfaction of the individual indebtedness so released, and the balance to be distributed *pro rata*. Held that, where the sale authorized by the agreement was never made, an action would lie in equity to compel a sale of the property and a distribution of the proceeds by first paying the amount of indebtedness released by certain of the vendors, and then a division of the balance *pro rata*.